

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **JG4155**Due Date: **06/15/04 at 2:00 P.M.**

Date Sent: June 1, 2004

Goods and services to be

WEB FILTERING SOFTWARE AND DATABASE FOR ADMINISTRATIVE SERVICES**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Invitation to Bid

Solicitation Number: JG4155

Due Date: 06/15/04

Vendor Name:

DESCRIPTION
WEB FILTERING SOFTWARE AND DATABASE PER ATTACHED SPECIFICATIONS. WITH TECHNICAL QUESTIONS OR FOR CLARIFICATION PLEASE CONTACT SHARON THOMAS AT 801-538-3059. WITH PURCHASING QUESTIONS OR FOR CLARIFICATION PLEASE CONTACT JARED GARDNER AT 801-538-3342. ***** REFERENCE RX: 100 49000000038; COMMODITY CODE(S): 20938000000, 20890000000, 20991000000

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their

advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

(Revision 14 Mar 2003 - IFB Instructions)

Bid Specifications for Web Filtering and Reporting

Scope of Work:

The State of Utah is seeking an Enterprise Internet content filtering Solutions. The solutions must be able to eliminate the ability of users of the State Wide Area Network (WAN) to access objectionable and potentially harmful content on the Internet. This content can include, but is not limited to, pornography, illicit drug usage, hate/discrimination, obscene/tasteless, etc..

Specifications :

The desired solution must include all software, hardware, subscriptions, maintenance and support that will be required for the State of Utah to implement the proposed solutions.

The proposed solution should be based on 20,000 active devices.

Minimum functional requirements are:

- The State of Utah is interested in an enterprise class product with ability to scale to over 20,000 active devices.
- Must be integrated into the network and not require client side setup
- Must be included as a hardware appliance or run on the following:
 1. BlueCoat System Security Appliance
 2. Cisco Content Delivery Engine
 3. Sun Solaris, Windows, Linux
- Must be able to support redundant architecture.
- Must have ability to fail *open* if needed to allow unfiltered traffic in cases of emergency, software upgrade or hardware failure.
- Must have support for open network standards and protocols
- Web Cache Communication Protocol (WCCP)
- Must block millions of Internet sites based on categorization
- Database must be updated daily
- Must have the ability block, filter and report on but not limited to the following protocols:
 - HTTP, HTTPS, FTP, P2P
- Must allow the state to define its own categories and add web sites to existing categories.
- Must have a local database that will not get eliminated or lose existing State defined filtering rules and site categorization when refreshed
- Sites must be classified by website or by actual page
- Allows the State to modify or create custom warning and blocked pages
- Ability to provide different, block, time limited (allows), coaching or monitoring messages.
- Rules must be able to be applied using criteria like content category, bandwidth allocation, file type (downloaded or streamed).
- Rules must be able to be applied using deny or allows on individual web sites by the following criteria
 1. Time-of-day
 2. Time spent online
 3. Individual employee login ID
 4. Associated groups or role
 5. Network segments or IP address and range

- Must have a hierarchical rule structure that allows for granularity of filtering
- Must support a method for dealing with questionable sites not yet classified
- Must have the ability to report Internet usage summaries and trends broken down by various criteria including:
 - a. User, Category, Protocol, time/date, network segment. IP address
- Reports must be accessible via the web browser
- Must have ability to monitor real-time activity to see network traffic patterns or problematic problems as they are occurring.
- Ability to automatically generate and distribute reports
- Ability to schedule daily, weekly or monthly usage reports
- Ability to allow multiple levels of access to reports by role or function.
- Ability to allow individual managers to view their own employees' usage reports.
- Ability to receive instant notification of content policy violation.

Advance filter capabilities can be bid separately:

- Ability to block or rate limited the following:
 1. Peer-to-peer network
 2. Advertising and pop up elimination
 3. Spy-ware identification elimination
 4. Malicious code
 5. Streaming audio and video
- Ability to filter (deny / allow) FTP, HTTP downloads files that may contain virus, worms or spy-ware.
- Ability to stop malicious code from executing like Active X or JSP

Integration with existing State Technology

- Integration with the Utah Master Directory (UMD)
- UMD is the State's Directory service running on Novell's eDirectory with LDAP interface.
- Must include authentication agents for
 - Novell eDirectory
 - Microsoft Active Directory
 - RADIUS
- Integration includes the ability to identify users and groups for different levels of filtering
- Must allows user to get to blocked site after they authenticate
- Track users by authenticate userid
- Background or transparent authentication of web browsing

Service and Support

- Must have multiple support options that the State can chose from:
 - Basic – 8 X 5 Weekdays
 - Business – 8 X 5 including Weekends
 - Premium – 24X7 / 365
- Support must be accessible by all of the following
 - Toll free 800 or local support numbers
 - Web Site
 - Email

- Onsite support replacement of equipment based on service levels
 - Basic Overnight (24 hour)
 - Business 4 hour
 - Premium 2 hour

Software and subscription maintenance

- Maintenance must include all upgrades to new release at no additional cost, including shipping and media distribution.
- Vendor or reseller must have certified product engineers with local presence. Local staff must have the ability to help with installs, upgrades and configuration changes and support questions.

Vendor Viability

The vendor must be a sustainable business and have sufficient capital to continue to be so.

- The vendor must have been in the content filtering business for at least three years.
- The vendor must have a multiple customer base that include entities with similar sized and complexity of network to the State of Utah

References

- The vendor must provide *three* references of similar size and scope to the State of Utah that can be contacted
 - Federal, State or Local governments references are preferred.

PRICE BID

For Web Filtering and Reporting

Bidder Name: _____

1. Provide a price for each component of web filtering and reporting. The bid should include the entire price of software based on either a 1-year subscription or 3-year subscription.

The State currently has about 20,000 active IP address. Over the next three years that State does **not** expect to see growth in the number of hardwired devices. The State does expect to see a growth in the number of wireless devices. Most of these users will switch between wired and wireless during a business day. Users may require more than 1 IP address and may have several depending on which building they are in or how extensively they travel. Please address how this can be accommodated with your bid.

Web Filtering and Reporting

20,000 Users License (1 Year License)	\$ _____
20,000 Users License (3 Year License)	\$ _____
Annual Support and Maintenance for	
Basic	\$ _____
Business	\$ _____
Premium	\$ _____
Reporting Engine and required Software if separate	\$ _____
Annual maintenance if separate	\$ _____
Local Install, configuration Support	\$ _____
Configuration or additional components to integrate with existing State technology.	\$ _____
Advanced Web Filtering Features Set	
Spy-ware, Adware, malicious code	\$ _____
Bandwidth and traffic shaping	\$ _____
Web Proxy/Caching Appliance if bidding	
Hardware (include cords, software, power supplies)	\$ _____
Annual Hardware Maintenance	
Redundant hardware	\$ _____
Trading or comparative upgrade program that might reduce the overall cost	
	\$ _____